

## **EXHIBIT C**

### **SPECIAL PROVISIONS**

#### **1. Certificate of Vote**

This authorization notification must be consistent with Contractor's corporate structure and must accompany the contract.

An officer of the company, name and title, must certify that the person signing the contract has been given the authority to do so. That authority must be in effect the day the contract is signed. The certifying official must not be certifying him or herself.

The document must certify that:

- A. The signature of Jim Gehr, President, Retail of the Corporation affixed to any Proposal shall bind the corporation to its terms and conditions.
- B. The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date of the contract.

#### **2. Carrier Licenses**

Contractor shall produce a current NHSLC Carrier License (RSA 178:14) and a US DOT common carrier operating authority on demand by the NHSLC. Prior to November 1, 2013, this demand shall provide the Contractor with a reasonable opportunity to acquire such licenses.

#### **3. The Agreement is amended as follows:**

#### **INSERT NEW PARAGRAPHS 4.1 AND 4.2 BELOW:**

4.1. In the event the NHSLC has insufficient funds available to make continued payments under the Agreement for any Services, the NHSLC will immediately:

4.1.1. Use best efforts and in good faith seek the necessary funding from the General Court and other governmental authorities to fulfill its obligation to make continued payments under the Agreement; and,

4.1.2 Provide Contractor with written notice of any such funding shortfall.

4.2. Contractor may cease providing Transportation Services to the NHSLC for which the NHSLC cannot or fails to make payment, and will not be obligated to resume

provision of Transportation Services to the NHSLC if funding for continued payments under the Agreement is not obtained, including without limitation, funding for any arrearages.

**DELETE PARAGRAPH 5.2 AND ADD THE NEW PARAGRAPH 5.2 BELOW**

**5.2**

(a) Rates. The Transportation Service charges listed in Exhibit F are valid for the entire initial term of the contract: from November 1, 2013 until January 31, 2019.

(b) Extraordinary Circumstances. Pursuant to RFP section 1.10.3, if during any year of this Agreement extraordinary circumstances arise leading either Party, in good faith, to believe that a Rate adjustment (whether an increase or decrease) is equitable in order to continue to provide or receive Transportation Services, it shall notify the other Party of the same, and the Parties shall endeavor in good faith to mutually agree upon a temporary or permanent Rate adjustment as promptly as possible. Any party requesting a change in Rates shall submit a comprehensive proposal providing detailed support for the requested change. For clarity, Extraordinary Circumstances shall be defined as the continuing consequences of events, beyond the reasonable control of the Contractor, such as, but not limited to, acts of God, riots, acts of war, epidemics, acts of government (other than acts of the NHSLC), fire, power failures, nuclear accidents, earthquakes, unusually severe weather, or other disasters, whether or not similar to the foregoing.

(c) Any Rate change(s) or adjustment(s) shall be reflected in an amendment to the Agreement, dated and signed by each Party.

(d) If the parties are not able to mutually agree upon an extraordinary circumstances Rate change or adjustment, then either party may invoke the Contract Protest Process.

**DELETE PARAGRAPH 5.4**

ADD to the end of paragraph 7.3

Notwithstanding the foregoing or any provision of the Agreement to the contrary, Contractor retains the right to pursue any of its remedies, both at law and in equity.

**DELETE PARAGRAPH 8 AND INSERT NEW PARAGRAPH 8:**

**8. EVENT OF MATERIAL BREACH/REMEDIES.**

Either party may terminate the Agreement and/or pursue its remedies at law and in equity for the material breach of the Agreement by the other party. The injured party shall give the other party written notice of such material breach. If there has been a failure to cure such material breach within thirty (30) business days after receipt of such notice by the

other party, the Parties shall utilize the Contract Protest Process set out in paragraph 25. Provided, however, in the event of a material breach of the Agreement which necessitates the State to obtain temporary substitute Transportation Services, the notice requirement shall be no less than twenty-four (24) hours.

#### **DELETE PARAGRAPH 10**

**In paragraph 12**, delete the reference to N.H. Department of Administrative Services and substitute New Hampshire State Liquor Commission.

**Amend Paragraph 14.1.1** by adding after “insurance” and before “against” the following phrase, “with the State named as an additional insured.”

#### **Delete Paragraph 14.1.2**

**Amend Paragraph 14** by adding Subparagraphs 14.1.3 through 14.1.7 as follows:

14.1.3 All Risk insurance coverage including but not limited to flood, fire and extended coverage solely for goods on hand belonging to the NHSLC in an amount of \$500,000 per occurrence, and \$10,000,000 aggregate. The All Risk insurance shall cover 100 % of NHSLC’s Replacement Cost (defined as the NHSLC’s purchase price for such goods plus related storage and transportation costs, if any). In the event of a claim payment; insurer or Contractor agrees to make payment directly to NHSLC. A certificate of insurance demonstrating compliance with the requirements of this Paragraph 14 shall be provided to NHSLC upon request. For insurance purposes, title to Supplier’s product shall transfer to the NHSLC when the bill of lading is issued by the warehouse.

14.1.4 Performance Bond. Upon final approval of this Agreement, Contractor shall provide to NHSLC in a form satisfactory to NHSLC, a Performance Bond in the amount of One Million Dollars (\$1,000,000.00), which shall be retained by the NHSLC for the initial term of this Agreement and any extension(s).

14.1.5 The Contractor shall be fully bonded and registered to the extent required by applicable state law. A copy of such registration shall be provided to NHSLC upon request.

14.1.6 Once licenses are issued, the Contractor shall maintain all licenses to the extent required by applicable law.

14.1.7 Transition Bond for completion of all necessary steps to provide Transportation Services on or before November 1, 2013. Prior to October 1, 2013, Contractor shall provide to NHSLC in a form satisfactory to NHSLC, a Transition Bond in the amount of One Million Five Hundred Thousand (\$1,500,000.00), which shall be retained by the NHSLC until January 31<sup>st</sup>, 2014.

**Amend Paragraph 14.3** by deleting the last sentence and replacing it with the following sentence, “The Contractor shall endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**AMEND PARAGRAPH 16** as follows:

Add “or Contractor” after “the State” in both sentences. Strike “on the part of the Contractor” at the end of the paragraph. In addition, the phrase “Event of Default” where it occurs in this paragraph is amended to read “Material Breach”.

**ADD THE FOLLOWING NEW PARAGRAPHS:**

**25. Contract Protest Process**

The Parties shall use the Contract Protest Process to resolve any dispute with respect to the Agreement

The Issuing Officer, or his or her successor, shall be the NHSLC’s representative.

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights), the party believing itself aggrieved (the “Invoking Party”) shall call for dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties.

In the event that the Parties are unable to reach agreement after good faith negotiations, the parties may agree to utilize a Mediator with experience in the issue in dispute. The selection of the Mediator shall be by mutual agreement of the Parties. The decision by such Mediator shall be non-binding and not evidence in any further proceeding. Following the decision of the Mediator, if any, the matter shall be submitted to the NHSLC for a determination following a hearing. The resulting Order may be appealed pursuant to RSA 541.

**26. Contract Transition Period**

If this contract expires or is terminated before a vendor is selected and prepared to provide Transportation Services to the NHSLC, Contractor agrees to use best efforts to continue the Transportation Services described under the current contract for up to 6 months at the prices to be negotiated by the parties (“Transition”).

Contractor also agrees, at the discretion of the NHSLC, to assist the NHSLC in all transition services.

For the purposes of this paragraph, the Contractor shall be known as the old ("old") and the new contractor shall be known as new ("new"). The NHSLC, in conjunction with both "old" and "new" contractors, shall establish a deadline for the Transition. The NHSLC will, if possible, select a period during a time of slow sales (such as January-March) and schedule as short a period as is practical for the Transition from the "old" to the "new" contractors. Notification of the deadline will be given within a reasonable period, to be arranged with the old and new contractors at award.

## **27. News Releases**

After award and final approval, the Contractor may make public the existence of the contract and the business relationship with the NHSLC. All other information must be approved by the NHSLC before it is made public, such approval not to be unreasonably withheld.

## **28. Confidentiality/Sensitive Information**

Contractor may have access to confidential/sensitive information in the course of performing its obligations under the contract, and may be required to sign a mutually agreed upon confidentiality agreement.

## **29. Extension of Contract**

This contract may be extendable by the NHSLC for no more than two (2), five (5) year periods, unless a shorter period is negotiated between the parties. The NHSLC shall give the Contractor one (1) year's notice of its decision to offer an extension. Following said notice, the Contractor and the NHSLC shall have four (4) weeks to negotiate new rates for the extension period. If the Parties do not reach agreement on Rates for the extension period within the four (4) week period, the NHSLC will notify the Contractor of its intention not to renew or in its discretion extend the time to negotiate.

END OF EXHIBIT C